

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
MICHELLE WILSON,

Plaintiff,

-against-

NORTHWESTERN MUTUAL INSURANCE  
COMPANY,

Defendant.  
-----X

Civil Action No. 07/03811

**AFFIDAVIT OF DIANE  
KNUEPPEL IN SUPPORT OF  
NORTHWESTERN MUTUAL  
LIFE INSURANCE  
COMPANY'S MOTION FOR  
SUMMARY JUDGMENT**

Diane Knueppel, being duly sworn, deposes and says:

1. I am employed by The Northwestern Mutual Life Insurance Company ("Northwestern Mutual") as a Mentor in its Policyowner Services Communication Division. In May 2005, my position with Northwestern Mutual was Senior Customer Service Representative. In that capacity, I received communications from Northwestern Mutual policyholders and provided service to them.

2. I make this Affidavit in support of Northwestern Mutual's motion for summary judgment and I base this Affidavit on the business records regularly maintained by Northwestern Mutual in the course of its business.

3. On May 23, 2005, a policyholder who identified himself as Kenneth Wilson telephoned Northwestern Mutual and I took his call. Mr. Wilson called to inquire as to why there was a shortage in his Insurance Service Account ("ISA"). Mr. Wilson told me that he had learned of this shortage when he requested that payment be made from his ISA to pay his insurance premium on his term life insurance policy to the end of the year. In response, I told

him that I would review the matter and call him back. Mr. Wilson provided me with the phone number 914-682-5546.

4. Attached hereto as Exhibit "A" is the note I created on May 23, 2005 memorializing my telephone conversation with Mr. Wilson. This note is maintained by Northwestern Mutual as a business record in its Casetracker system. It has always been my practice to memorialize telephone conversations with policyholders where those communications require a response from Northwestern Mutual. In this case, I memorialized my telephone conversation with Mr. Wilson on the same day I spoke to him.

5. I called Mr. Wilson back on that same day, May 23, 2005. I informed Mr. Wilson that there was a shortage in his ISA because a \$35 policy fee had been charged that had been previously waived. I explained to Mr. Wilson that because his whole life policy had previously lapsed, his existing term life policy was no longer a companion policy and Northwestern Mutual had therefore charged the \$35 fee. Mr. Wilson responded that the amount he was quoted to pay into his ISA for the premium for his term life policy to December included this fee. I explained to Mr. Wilson that the \$35 fee would not have been charged until his whole life policy lapsed and that therefore the amount quoted to reactivate the ISA did not include the \$35 policy fee. In response, Mr. Wilson asked Northwestern Mutual to refund his last premium payment for the term life policy and let the policy lapse. I told Mr. Wilson that I would discuss his request with Field Representative Daniel Stein and call him back.

6. Attached hereto as Exhibit "B" is the note I created on May 23, 2005 memorializing this second telephone conversation with Mr. Wilson. This note too is maintained by Northwestern Mutual in its Casetracker system and I memorialized this telephone conversation with Mr. Wilson on the same day I spoke to him.

7. After I spoke to Mr. Wilson, I called Northwestern Mutual Field Representative Daniel Stein and informed him of my conversation with Mr. Wilson. I let Mr. Stein know that Mr. Wilson had requested a refund of his last premium payment for the term life policy and that he wanted the term life policy to lapse. Mr. Stein responded that Mr. Wilson's request was fine with him. Attached hereto as Exhibit "C" is the note I created on the Casetracker system memorializing my conversation with Mr. Stein. My conversation with Mr. Stein occurred on May 23, 2005 and I made my note of that conversation on the same day.

8. After I concluded my conversation with Mr. Stein, I called Mr. Wilson and advised him that I was working on refunding the last draft for the term life policy that was done on the ISA. The last draft for the term life policy was received on April 29, 2005 and was in the amount of \$215.60. Exhibit "C" contains my note on the Casetracker system memorializing this conversation with Mr. Wilson. This conversation also took place on May 23, 2005 and I made my note of this conversation on that same day.

9. On May 23, 2005, in accordance with Mr. Wilson's request, I closed the Wilson ISA as of May 28, 2005. As of May 29, 2005, there was an account balance of \$154.07. Attached hereto as Exhibit "D" are the notes I created on May 23, 2005 on the Casetracker system when I closed the Wilson ISA.

10. Closing the Wilson ISA as of May 29, 2005 did not provide Mr. Wilson with the refund of the premiums he had paid for the term life policy for the months of March, April and May 2005. Therefore, on May 24, 2005, I requested that Northwestern Mutual refund the premiums that Mr. Wilson had paid for the term life policy to February 2005. I sent the request to Northwestern Mutual employee Joyce Barrack to arrange for the premium refund. Attached

hereto as Exhibit "E" is the note I created on May 24, 2005 on the Casetracker system memorializing my request to Ms. Barrack.

11. On May 31, 2005, I sent a refund to Mr. Wilson in the amount of \$81.03. Exhibit "E" contains the note I created on May 31, 2005 in the Casetracker system memorializing my sending the refund to Mr. Wilson.

12. Attached hereto as Exhibit "F", are data screens from Northwestern Mutual's suspense account ("SAMS") showing my request for and the issuance of a check for \$81.03 made payable to Kenneth Wilson to refund premiums paid for the term life policy for the periods ending March 29, April 29 and May 29, 2005.

13. Attached hereto as Exhibit "G" is Northwestern Mutual's check register showing that on May 31, 2005, Northwestern Mutual caused a check to be issued in the amount of \$81.03 made payable to Kenneth Wilson for refund of premiums paid on the term life policy.

Dated: January 22, 2008

Milwaukee, Wisconsin

  
Diane Knueppel

Sworn to before me this 22<sup>nd</sup> day  
of January, 2008

  
Notary Public  
Caryle Babcock  
Notary Public  
State of Wisconsin

AFFIDAVIT OF SERVICE

STATE OF NEW YORK                    )  
  ) SS. :  
COUNTY OF NASSAU                 )

I, Lisa Sullo being sworn, say:

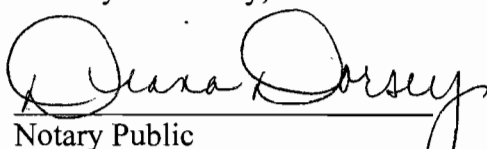
I am not a party to the action, am over 18 years of age and reside in West Babylon, New York.

On January 31, 2008, I served the within **Affidavit of Diane Knueppel in Support of Northwestern Mutual Life Insurance Company's Motion for Summary Judgment** by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to each of the following persons at the last known address set forth after each name:

Douglas R. Dollinger & Associates  
40 Matthews Street, Suite 101  
Village of Goshen  
Goshen, New York 10924

  
\_\_\_\_\_  
Lisa Sullo

Sworn to before me this  
31<sup>th</sup> day of January, 2008

  
\_\_\_\_\_  
Notary Public

DIANA DORSEY  
Notary Public, State of New York  
No. 01DO6067959  
Qualified in Nassau County  
Commission Expires December 24, 2011